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Including Professional Corporations
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Attorneys for Plaintiff SPEEDPLAY, INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA,

SPEEDPLAY, INC., a California corporation, Plaintiff, v. BICYCLEBUYS, an organization of unknown origin d.b.a. BICYCLEBUYS.COM,; NEIL IR, an individually and d.b.a. BICYCLEBUYS.COM; NEIL IR and DOES 1-10 inclusive, Defendants.	Case No.: 08-cv-0419 JLS (POR) **JOINT MOTION FOR ENTRY OF STIPULATED PERMANENT INJUNCTION AND JUDGMENT**

JOINT MOTION

1. WHEREAS the parties wish to avoid the unnecessary costs and burdens associated with litigation of this matter; and

2. WHEREAS the parties have reached agreement on an appropriate stipulated permanent injunction and judgment to be entered in this case;

NOW, THEREFORE, the parties hereto hereby submit this JOINT MOTION for entry by this Court of their Stipulated Permanent Injunction and Judgment attached hereto as Exhibit A, a copy being provided to chambers.

Dated: April 28, 2008

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By ______________________
ROBERT S. GERBER
MICHAEL MURPHY
Attorneys for Plaintiff
SPEEDPLAY, INC.

Dated: April 28, 2008

HESSION BEKOFF & COOPER LLP

By ______________________
ANDREW PAUL COOPER, ESQ.
Attorneys for Defendants
BICYCLEBUYS and NEIL IR

EXHIBIT "A"

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
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Attorneys for Plaintiff SPEEDPLAY, INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA,

SPEEDPLAY, INC., a California corporation, Plaintiff, v. BICYCLEBUYS, an organization of unknown origin d.b.a. BICYCLEBUYS.COM,; NEIL IR, an individually and d.b.a. BICYCLEBUYS.COM; NEIL IR and DOES 1-10 inclusive, Defendants.	Case No.: 08-cv-0419 JLS (POR) **STIPULATED PERMANENT INJUNCTION AND JUDGMENT**

STIPULATION

1. WHEREAS the parties wish to avoid the unnecessary costs and burdens associated with litigation of this matter; and

2. WHEREAS the parties have reached agreement on an appropriate stipulated permanent injunction and judgment to be entered in this case; and

3. WHEREAS both parties are represented by counsel and have had the opportunity to confer with and be advised by counsel about this Stipulated Permanent Injunction and Judgment; and

4. WHEREAS the parties, through their counsel, have agreed to execute and abide by this Stipulated Permanent Injunction and Judgment;

NOW, THEREFORE, the parties hereto hereby agree and stipulate as follows:

5. Subject matter jurisdiction lies in this Court pursuant to 28 U.S.C. Sections 1331 and 1338, and 15 U.S.C. Section 1121, because this action arises out of, amongst other claims, copyright and Lanham Act claims. Jurisdiction over the remaining state law claims for relief is proper under 28 U.S.C. Section 1367.

6. Personal jurisdiction lies over the defendants herein because the disputes which form the basis for relief arose in this judicial district; because defendants sell products through an interactive Web site into this judicial district and the State of California generally, forming continuous and systematic contacts with this state and with customers in this state and this judicial district; and because the alleged harm suffered by plaintiff arose and continues to arise in this judicial district.

7. Plaintiff Speedplay, Inc. ("Speedplay") is a California corporation with its principal place of business located at 10151 Pacific Mesa Blvd. #107, San Diego, California, 92121.

8. Defendant "BicycleBuys" is a limited liability company. It and the other defendants operate a Web site located at http://www.bicyclebuys.com. BicycleBuys operates from a storefront business located at 165 Rt. 110, Huntington Station, New York.

9. Defendant Neil Ir is a principal of Defendant BicycleBuys and operates said entity and the BicycleBuys.com Web site. Defendant Ir is a resident of the State of New York.

10. Without admitting any of the allegations of Plaintiff's Complaint herein, Defendants BicycleBuys and Neil Ir hereby agree and stipulate to have entered and abide by this Stipulated Permanent Injunction and Judgment.

IT IS SO STIPULATED.

Dated: ~~April~~ May 19 ___, 2008

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By ______________________________
ROBERT S. GERBER /MICHAEL MURPHY
Attorneys for Plaintiff
SPEEDPLAY, INC.

Dated: April ___, 2008

HESSION BEKOFF & COOPER LLP

By ______________________________
ANDREW PAUL COOPER, ESQ.
Attorneys for Defendants
BICYCLEBUYS and NEIL IR

Dated: ~~April~~ May 14, ___, 2008

SPEEDPLAY, INC.

By ______________________________
SHARON WORMAN-BRYNE
Its: President

Dated: April ___, 2008

BICYCLEBUYS, LLC

By ______________________________
NEIL IR
Its: MAIN MEMBER

Dated: April 23, 2008

By ______________________________
NEIL IR

STIPULATED PERMANENT INJUNCTION AND JUDGMENT

Based upon the foregoing stipulation of the parties, and with good cause appearing therefor, this Court HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. Defendants BICYCLEBUYS and NEIL IR, and each of them, directly and indirecty, operating under their own names or other names, are hereby permanently enjoined from:

(a) engaging in copyright infringement of the text and photographs appearing on SPEEDPLAY, INC.'s Web site, www.speedplay.com;

(b) engaging in trademark infringement of SPEEDPLAY, INC.'s registered marks;

(c) selling SPEEDPLAY, INC. product on Defendants' Web site, www.bicyclebuys.com, or otherwise; and

(d) purchasing product from any authorized SPEEDPLAY, INC. dealer or otherwise for purposes of resale.

2. Plaintiff SPEEDPLAY, INC. shall have judgment, jointly and severally, in the sum of $11,000.00 against Defendants BICYCLEBUYS and NEIL IR.

3. If enforcement of this Stipulated Permanent Injunction and Judgment becomes necessary, then SPEEDPLAY, INC. shall be entitled to recover its actual attorneys' fees and costs incurred in connection therewith from Defendants.

IT IS SO ORDERED.

Dated: April ___, 2008

By ______________________________
UNITED STATES DISTRICT COURT JUDGE